### TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Hunter's Specialties, Inc.		02/28/2013	CORPORATION: IOWA

#### **RECEIVING PARTY DATA**

Name:	Salus Captial Partners, LLC
Street Address:	197 First Avenue
Internal Address:	Suite 250
City:	Needham
State/Country:	MASSACHUSETTS
Postal Code:	02494
Entity Type:	CORPORATION: DELAWARE

### PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Registration Number:	1167933	CAMO COMPAC
Registration Number:	1186302	BOW-FLAGE
Registration Number:	1398670	H. S. STRUT
Registration Number:	1697787	H.S. CAMO
Registration Number:	1703467	HUNTER'S SPECIALTIES "FOR SPORTSMEN, BY SPORTSMEN" CEDAR RAPIDS, IOWA
Registration Number:	1863805	PRIMETIME
Registration Number:	1877719	SCENTWICKS
Registration Number:	1887171	H.S.SCENTS
Registration Number:	1888140	
Registration Number:	1980511	BUNSAVER
Registration Number:	2100582	HUNTER'S SPECIALTIES
Registration Number:	2240808	TRUE TALKER
Registration Number:	2454031	UNDERTAKER
ļr		TRADEMARK

REEL: 004981 FRAME: 0409

900249478

Registration Number:	2460494	SQUEEZE ME
Registration Number:	2536782	
Registration Number:	2580547	SMELL INVISIBLE
Registration Number:	2745283	BLACK ICE
Registration Number:	2745282	RINGER
Registration Number:	2748935	VITA-RACK
Registration Number:	2913973	BILL COLLECTOR
Registration Number:	2924424	THUNDER TWISTER
Registration Number:	3093864	THE FANG
Registration Number:	3095073	JOHNNY STEWART
Registration Number:	3136548	MAC DADDY
Registration Number:	3251687	PRIMETIME BUCKS
Registration Number:	3251691	PRIMETIME BULLS
Registration Number:	3251693	OPERATION PREDATOR
Registration Number:	3251695	CUTT'N & STRUTT'N
Registration Number:	3251696	TAKE 'EM
Registration Number:	3376909	HUNTER'S SPECIALTIES
Registration Number:	3399099	BUTT OUT
Registration Number:	3506296	COYOTE HOOKER
Registration Number:	3525316	INFINITY LATEX
Registration Number:	3525402	BULL HOOKER
Registration Number:	3547933	BOILER ROOM
Registration Number:	3537540	HUNTER'S SPECIALTIES
Registration Number:	3579622	WAYNE CARLTON'S CALLS
Registration Number:	3617792	MOISTURE TRAP
Registration Number:	3634158	NO-MAR
Registration Number:	3648594	RING ZONE
Registration Number:	3648652	GOBBLER GRENADE
Registration Number:	3681159	YETI
Registration Number:	3800725	HS
Registration Number:	3830245	SCENT WAFERS
Registration Number:	3850705	HS
Registration Number:	3864250	RETRACT-A-DRAG
Registration Number:	3896684	I-KAM XTREME
Registration Number:	3929998	VITA-RACK LICK SITE
<u> </u>	11	TRADEMARK '

	3941976	VITA-RACK GORGE
Registration Number:	3953734	STRUT
Registration Number:	4039502	SCENT-A-WAY
Registration Number:	4227353	EXECUTIONER
Registration Number:	4227354	GALLOWS
Registration Number:	4227355	JURY
Registration Number:	4227356	BLOODHOUND
Registration Number:	4272540	TEK 4
Serial Number:	85293137	TONE BRIDGE
Serial Number:	85293149	TONE TROUGH
Serial Number:	85506498	THE STUFF OF LEGENDS

#### **CORRESPONDENCE DATA**

**Fax Number**: 6178970998

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Email: stokesb@gtlaw.com

Correspondent Name: Bethany A. Stokes

Address Line 1: Greenberg Traurig, LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02118

ATTORNEY DOCKET NUMBER:	137025-012300
NAME OF SUBMITTER:	Bethany A. Stokes
Signature:	/Bethany A. Stokes/
Date:	03/14/2013

#### Total Attachments: 5

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#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 28<sup>th</sup> day of February, 2013, by Hunter's Specialties, Inc., an Iowa corporation (the "Grantor"), in favor of Salus Capital Partners, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

#### WITNESSETH

WHEREAS, Grantors, one or more of their affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of February 28, 2013 (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "Credit Agreement"), providing for a loan to be made to Grantor by Grantee and Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of February 28, 2013 between Grantor and Grantee (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "Security Agreement"), the Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in certain assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Secured Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

- 1. <u>Incorporation of Credit Agreement and Security Agreement</u>. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.
- 2. <u>Grant and Reaffirmation of Grant of Security Interests</u>. To secure payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:
  - (i) each Trademark listed on **Schedule 1** annexed hereto, together with any reissues, renewals, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
  - (ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

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IN WITNESS WHEREOF, Grantor has duly executed this Trademark Security Agreement as of the date first written above.

HUNTER'S SPECIALTIES, INC.

Name: Larry Bildstein

Title: Chief Executive Officer

Name:

Title:

Agreed and Accepted
As of the Date First Written Above

SALUS CAPITAL PARTNERS, LLC

By:\_

Name: Jonas D.L. McCray
Title: Senior Vice President

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, Grantor has duly executed this Trademark Security Agreement as of the date first written above.

HUNTER'S SPECIALTIES, INC.

By: Name: Larry Bildstein Title: Chief Executive Officer By: Name:

Title:

Agreed and Accepted As of the Date First Written Above

SALUS CAPITAL PARTNERS, LLC

Name: Jonas D.L. McCray
Title: Senior Vice President

Signature Page to Trademark Security Agreement

# Schedule 1

Trademarks		
CAMO COMPAC	1,167,933	9/8/1981
BOW FLAGE	1,186,302	1/19/1982 Will be allowed to expire on Jan. 19, 2012
H.S. STRUT	1,398,670	6/24/1986
H.S. CAMO	1,697,787	6/30/1992
FOR SPORTSMEN, BY	1,703,467	7/28/1992
PRIMETIME	1,863,805	11/22/1994
SCENTWICKS	1,877,719	2/7/1995
H.S. SCENTS	1,887,171	4/4/1995
HUNTER'S HEAD	1,888,140	4/11/1995
BUNSAVER	1,980,511	6/18/1996 (Assigned by Nissen to Hunter's)
HUNTER'S SPECIALTIES	2,100,582	9/30/1997
TRUE TALKER	2,240,808	4/20/1999
D-SHAPED SEAT CUSHION	IOWA 241911	4/27/2000
WATERFOWL DECOY	IOWA 246961	10/2/2000
UNDERTAKER	2,454,031	5/22/2001
SQUEEZE ME	2,460,494	6/12/2001
D-DHAPED SEST CUSHION DESIGN	2,536,782	2/5/2002
SMELL INVISIBLE	2,580,547	6/18/2002
BLACK ICE	2,745,283	7/29/2003
RINGER	2,745,282	7/29/2003
VITA-RACK	2,748,935	8/5/2003 Only for mineral supplement or block
BILL COLLECTOR	2,913,973	12/21/2004
THUNDER TWISTER	2,924,424	2/1/2005
THE FANG	3,093,864	5/16/2006
JOHNNY STEWART	3,095,073	5/23/2006
MAC DADDY	3,136,548	8/29/2006
PRIMETIME BUCKS	3,251,687	6/12/2007
PRIMETIME BULLS	3,251,691	6/12/2007
OPERATION PREDATOR	3,251,693	6/12/2007
CUTT'N & STRUTT'N	3,251,695	6/12/2007
TAKE 'EM	3,251,696	6/12/2007
HUNTER'S SPECIALTIES	3,376,909	2/5/2008
BUTT OUT	3,399,099	3/18/2008
COYOTE HOOKER	3,506,296	9/23/2008
INFINITY LATEX	3,525,316 3,525,402	10/28/2008 10/28/2008
BULL HOOKER BOILER ROOM	3,547,933	12/16/2008
HUNTER'S SPECIALTIES	3,537,540	11/25/2008 ATV Accessories
WAYNE CARLTON'S CALLS	3,579,622	2/24/2009 ATV Accessories
MOISTURE TRAP	3,617,792	5/5/2009
NO-MAR	3,634,158	6/9/2009
RING ZONE	3,648,594	6/30/2009
GOBBLER GRENADE	3,648,652	6/30/2009
YETI	3,681,159	9/8/2009
HS IN A CIRCLE WITH BORDER	3,800,725	6/8/2010 028 (added decoys)
SCENT WAFERS	3,830,245	8/20/2010
HS IN A CIRCLE WITH BORDER	3,850,705	9/21/2010 009,018,025,028
RETRACT-A-DRAG	· ·	10/19/2010
	3,864,250	
I-KAM XTREME VITA-RACK LICK SITE	3,896,684 3,929,998	12/28/2010 (Assigned by Predator Outdoors to Hunter's) 3/8/2011
		4/5/2011
VITA-RACK GORGE	3,941,976	
STRUT	3,953,734	5/3/2011
SCENT-A-WAY	4,039,502	10/11/2011
EXECUTIONER	4,227,353	9/8/2012
GALLOWS	4,227,354	9/8/2012
JURY	4,227,355	9/8/2012
BLOODHOUND	4,227,356	9/8/2012
TEK 4	4,272,540	1/8/2013

# **Trademarks Pending**

Mark	Serial No.	Date Filed
et.		
Tone Bridge	85/293,137	4/12/2011
Tone Trough	85/293,149	4/12/2011
The Stuff of Legends	85/506,498	12/30/2011

TRADEMARK REEL: 004981 FRAME: 0416

**RECORDED: 03/14/2013**